

SOLICITATION DOCUMENT



Mobile Communication Services

SOLICITATION NO. SIS400-13-R-7037

American Consulate General
General Services Office – Procurement
4 Hagalgal St.
Talpiot, Jerusalem



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SF-1449



Continuation to SF-1449



SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449, RFQ NUMBER SIS400-13-R-7037 PRICES, BLOCK 23

1. SCOPE OF SERVICES

This contract is for mobile communications/information services, to be provided to the American Consulate in Jerusalem, USAID and their affiliated offices in Israel and the State of Palestine.

The objective of this contract is to optimize the communication budget of the Consulate by reducing the cost of mobile communications at the required service quality. This optimization shall be achieved with the following types of communication:

- Mobile-to-Mobile Communication (Phone and Data)
- VPN (Virtual Private Network) Communication
- Mobile-to-Landline Communication
- Mobile to PC network (Data Communication of Office Applications)

The prices listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor on a monthly basis for services and equipment that have been satisfactorily provided.



2. PERIOD OF PERFORMANCE

The contract will be for a one-year period from the date of the contract award, with **2** one-year options to renew.

- (a) The Contractor shall provide the services for the base period of the contract at the rates shown in Section III and any option years exercised by the U.S. Government.
- (b) The quantities of supplies and services specified in the Schedule are estimates only and are not guaranteed by this contract.
- (c) The Contractor shall furnish to the Government, when and if ordered, the supplies or services as specified in the Schedule. The Government may issue orders requiring delivery to multiple destinations, or performance at multiple locations. Except as specified in the Delivery-Order Limitations clause or in the paragraph below, there is no limit on the number of orders that may be issued/ordered.
- (d) The prices listed below shall include all labor, materials, insurance overhead, and profit.
- (e) Line item prices do not include VAT, which must be shown separately on invoices.



3. **PRICING**

All packages shall include in addition to the package description as shown in the line items, complete insurance and service.

3.a **BASE YEAR PRICING**

3.a.1 **Blackberry Plan**

Wireless Plan / Description Rate Plan	Est. Qty	Unit	Cost per unit per month	Total price for Base Year
Monthly Plan per Blackberry Package	330 ea	Plan	NIS	NIS
Plan includes: <ul style="list-style-type: none"> ▪ Unlimited Blackberry service with unlimited internet browsing and email service in Israel and the Palestinian State areas. ▪ Unlimited minutes of calls within Israel, and to Europe and the U.S. ▪ Unlimited SMS within Israel, and to Europe and the U.S. ▪ 50 MB of international data roaming throughout the world. 				

“The commitment for the above mentioned package is valid until the end of the current contract term and not for 36 months”



3.a.2 Clone Phone Device & Plan Package

Wireless Plan / Description Rate Plan	Est. Qty	Unit	Cost per unit per month	Total price for Base Year
Monthly plan per Clone phone unit	20	Each	NIS	NIS
Plan includes: <ul style="list-style-type: none"> Cell phone* Sim card cloned to an existing Blackberry package. 				
SIM card only	5	Each	NIS	NIS
TOTAL PRICE FOR BASE YEAR				NIS

“The commitment for the above mentioned package is valid until the end of the current contract term and not for 36 months”

**List of clone/cell phone devices to be provided as per Exhibit “A”*



3.a.3.i Data Plan that is equal or better than an I-Phone Plan - with International Data Roaming - Package “A”

Smart Phone Plan / Description Rate Plan	Est. Qty	Unit	Cost per unit per month	Total price for Base Year
Monthly Plan per Smart Phone Package	140	Plan	NIS	NIS
Plan includes: <ul style="list-style-type: none"> ▪ Unlimited internet browsing in Israel and the Palestinian State areas. ▪ Unlimited minutes of calls within Israel, and to Europe and the U.S. ▪ Unlimited SMS within Israel, and to Europe and the U.S. ▪ 1GB of international data roaming throughout the world. 				

“The commitment for the above mentioned package is valid until the end of the current contract term and not for 36 months”

3.a.3.ii Data Plan that is equal or better than an I-Phone Plan without International Data Roaming - Package “B”

Smart Phone Plan / Description Rate Plan	Est. Qty	Unit	Cost per unit per month	Total price for Base Year
Monthly Plan per Smart Phone Package	5	Plan	NIS	NIS
Plan includes: <ul style="list-style-type: none"> ▪ Unlimited internet browsing in Israel and the Palestinian State areas. ▪ Unlimited minutes of calls within Israel, and to Europe and the U.S. ▪ Unlimited SMS within Israel, and to Europe and the U.S. 				

“The commitment for the above mentioned package is valid until the end of the current contract term and not for 36 months”



3.a.4 Cost of Data Package equal or better than I-PAD Package

Tablet Data Plan	Est. Qty	Unit	Cost per unit per month	Total price for Base Year
Data Only unlimited within Israel (Including Sim)	70	Each	NIS	NIS

“The commitment for the above mentioned package is valid until the end of the current contract term and not for 36 months”

3.a.5 Cost of USB Stick Modem Package

USB Stick Package	Est. Qty	Unit	Cost per unit per month	Total price for Base Year
Net o Key Unlimited Data Plan	15	Each	NIS	NIS

“The commitment for the above mentioned package is valid until the end of the current contract term and not for 36 months”

3.a.6 Calls and SMS to the Palestinian State

Calls originated from all instruments (Inter-connect)		Estimated Qty	Negotiated Operator’s publicly published International Rates* (Variable)	Discount to be given as a percent reduction (Fixed reduction rate)	Total Price for Base Year (The Estimated minutes multiplied by the Operator’s International Rate and reduced by the percent Discount)
Minutes of calls and SMS to the Palestinian State	Calls to Palestinian cell phone companies	30,000 min	NIS	%	NIS
	Calls to Paltel	10,000 min	NIS	%	NIS
	SMS to Palestinian cell phone companies	20,000 sms	NIS	%	NIS
TOTAL PRICE FOR BASE YEAR					NIS



3.a.7 International calls and Data originating from all Devices over and above the International Roaming package.

Calls originated from all instruments		Estimated Qty	Negotiated Operator's publicly published International Rates* (Variable)	Discount to be given as a percent reduction (Fixed reduction rate)	Total Price for Base Year (The Estimated minutes multiplied by the Operator's International Rate and reduced by the percent Discount)
International Roaming Calls	Palestine	40,000 min	NIS	%	NIS
	Washington, DC	40,000 min	NIS	%	NIS
	Germany	2000 min	NIS	%	NIS
	Jordan	20,000 min	NIS	%	NIS
International SMS	SMS Roaming Palestine	10,000 sms	NIS	%	NIS
	SMS Roaming Frankfurt Germany	2000 sms	NIS	%	NIS
	Jordan	5000 sms	NIS	%	NIS
	SMS Roaming USA	20,000 sms	NIS	%	NIS
TOTAL PRICE FOR BASE YEAR					NIS

**Contractor's publically available web site link that has updated on a 24 hour basis the Contractor's negotiated roaming rates throughout the world.*

The rates shall be found at the following web site:

(To be provided by the offeror in the technical proposal)

- The discounted rates for Washington DC shall be applicable in the resultant contract for all locations in the Continental US.
- The discounted rates for Frankfurt Germany, shall be applicable in the resultant contract for all locations in Western Europe
- The discounted rates for Palestine, shall be applicable in the resultant contract for all locations in the Mid-East, Africa and the Far East.
- For the purposes of price evaluation this contract shall use the negotiated roaming price for Palestine, Germany and Washington DC.



- If the Contractor has the ability to have an additional US based phone number on the existing SIM Card of each Blackberry and I-Phone unit, then there shall be an additional discount rate for calls made from the Continental US for those calls.

During the base year, the Consulate will place orders totaling a minimum of \$10,000.00. This reflects the contract minimum for this period of performance. The amount of all orders will not exceed \$1,000,000.00.

GRAND TOTAL PRICE FOR BASE YEAR	NIS
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3.b 1ST OPTION YEAR PRICING .

3.b.1 Blackberry Plan - Package

Wireless Plan / Description Rate Plan	Est. Qty	Unit	Cost per unit per month	Total price for 1 st Option Year
Monthly Plan per Blackberry Package	350 ea	Plan	NIS	NIS
Plan includes: <ul style="list-style-type: none"> ▪ Unlimited Blackberry service with unlimited internet browsing and email service in Israel and the Palestinian State areas. ▪ Unlimited minutes of calls within Israel, and to Europe and the U.S. ▪ Unlimited SMS within Israel, and to Europe and the U.S. ▪ 50 MB of international data roaming throughout the world. 				

“The commitment for the above mentioned package is valid until the end of the current contract term and not for 36 months



3.b.2 Clone Phone Device & Plan Package

Wireless Plan / Description Rate Plan	Est. Qty	Unit	Cost per unit per month	Total price for 1 st Option Year
Monthly plan per Clone phone unit	5	Each	NIS	NIS
Plan includes: <ul style="list-style-type: none"> Cell phone* Sim card cloned to an existing Blackberry package. 				
SIM card only	3	Each	NIS	NIS
TOTAL PRICE FOR 1st OPTION YEAR				NIS

“The commitment for the above mentioned package is valid until the end of the current contract term and not for 36 months”

**List of clone/cell phone devices to be provided as per Exhibit “A”*



3.b.3 Data Plan that is equal or better than an I-Phone Plan - with International Data Roaming - Package “A”

Smart Phone Plan / Description Rate Plan	Est. Qty	Unit	Cost per unit per month	Total price for 1 st Option Year
Monthly Plan per I-Phone Package	145	Plan	NIS	NIS
Plan includes: <ul style="list-style-type: none"> ▪ Unlimited internet browsing in Israel and the Palestinian State areas. ▪ Unlimited minutes of calls within Israel, and to Europe and the U.S. ▪ Unlimited SMS within Israel, and to Europe and the U.S. ▪ 1GB of international data roaming throughout the world. 				

“The commitment for the above mentioned package is valid until the end of the current contract term and not for 36 months”

3.b.3.ii Data Plan that is equal or better than an I-Phone Plan without International Data Roaming - Package “B”

Smart Phone Plan / Description Rate Plan	Est. Qty	Unit	Cost per unit per month	Total price for 1 st Option Year
Monthly Plan per I-Phone Package	5	Plan	NIS	NIS
Plan includes: <ul style="list-style-type: none"> ▪ Unlimited internet browsing in Israel and the Palestinian State areas. ▪ Unlimited minutes of calls within Israel, and to Europe and the U.S. ▪ Unlimited SMS within Israel, and to Europe and the U.S. 				

“The commitment for the above mentioned package is valid until the end of the current contract term and not for 36 months”



3.b.4 Cost of Data Package equal or better than I-PAD Package

Tablet Data Plan	Est. Qty	Unit	Cost per unit per month	Total price for 1 st Option Year
Data Only unlimited within Israel (Including Sim)	75	Each	NIS	NIS

“The commitment for the above mentioned package is valid until the end of the current contract term and not for 36 months”

3.b.5 Cost of USB Stick Modem Package

USB Stick Package	Est. Qty	Unit	Cost per unit per month	Total price for 1 st Option Year
Net on Key Stick Unlimited Data Plan	18	Each	NIS	NIS

“The commitment for the above mentioned package is valid until the end of the current option year and not for 36 months”

3.b.6 Calls and SMS to the Palestinian State

Calls originated from all instruments (Inter-connect)		Estimated Qty	Negotiated Operator's publicly published International Rates* (Variable)	Discount to be given as a percent reduction (Fixed reduction rate)	Total Price for 1 st Option Year (The Estimated minutes multiplied by the Operator's International Rate and reduced by the percent Discount)
Minutes of calls and SMS to the Palestinian State	Calls to Palestinian cell phone companies	40,000 min	NIS	%	NIS
	Calls to Paltel	20,000 min	NIS	%	NIS
	SMS to Palestinian cell phone companies	30,000 sms	NIS	%	NIS
TOTAL PRICE FOR 1st OPTION YEAR					NIS



3.b.7 International calls and Data originating from all Devices over and above the International Roaming package.

Calls originated from all instruments		Estimated Qty	Negotiated Operator's publicly published International Rates* (Variable)	Discount to be given as a percent reduction (Fixed reduction rate)	Total Price for 1 st Option Year (The Estimated minutes multiplied by the Operator's International Rate and reduced by the percent Discount)
International Roaming Calls	Palestine	50,000 min	NIS	%	NIS
	Washington, DC	50,000 min	NIS	%	NIS
	Germany	3,000 min	NIS	%	NIS
	Jordan	30,000 min	NIS	%	NIS
International SMS	SMS Roaming Palestine	20,000 sms	NIS	%	NIS
	SMS Roaming Frankfurt Germany	3,000 sms	NIS	%	NIS
	Jordan	6,000 sms	NIS	%	NIS
	SMS Roaming USA	30,000 sms	NIS	%	NIS
TOTAL PRICE FOR 1st OPTION YEAR					NIS

**Contractor's publically available web site link that has updated on a 24 hour basis the Contractor's negotiated roaming rates throughout the world.*

The rates shall be found at the following web site:

(To be provided by the offeror in the technical proposal)

- The discounted rates for Washington DC shall be applicable in the resultant contract for all locations in the Continental US.
- The discounted rates for Frankfurt Germany, shall be applicable in the resultant contract for all locations in Western Europe
- The discounted rates for Palestine, shall be applicable in the resultant contract for all locations in the Mid-East, Africa and the Far East.
- For the purposes of price evaluation this contract shall use the negotiated roaming price for Palestine, Germany and Washington DC.



- If the Contractor has the ability to have an additional US based phone number on the existing SIM Card of each Blackberry and I-Phone unit, then there shall be an additional discount rate for calls made from the Continental US for those calls.

During the base year, the Consulate will place orders totaling a minimum of \$10,000.00. This reflects the contract minimum for this period of performance. The amount of all orders will not exceed \$1,000,000.00.

GRAND TOTAL PRICE FOR 1st OPTION YEAR	NIS
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3.c 2nd OPTION YEAR PRICING

3.c.1 Blackberry Plan

Wireless Plan / Description Rate Plan	Est. Qty	Unit	Cost per unit per month	Total price for 2nd Option Year
Monthly Plan per Blackberry Package	370 ea	Plan	NIS	NIS
Plan includes: <ul style="list-style-type: none"> ▪ Unlimited Blackberry service with unlimited internet browsing and email service in Israel and the Palestinian State areas. ▪ Unlimited minutes of calls within Israel, and to Europe and the U.S. ▪ Unlimited SMS within Israel, and to Europe and the U.S. ▪ 50 MB of international data roaming throughout the world. 				

“The commitment for the above mentioned package is valid until the end of the current contract term and not for 36 months”



3.c.2 Clone Phone Device & Plan Package

Wireless Plan / Description Rate Plan	Est. Qty	Unit	Cost per unit per month	Total price for 2 nd Option Year
Monthly plan per Clone phone unit	2	Each	NIS	NIS
Plan includes: <ul style="list-style-type: none"> Cell phone* Sim card cloned to an existing Blackberry package. 				
SIM card only	1	Each	NIS	NIS
TOTAL PRICE FOR 2nd OPTION YEAR				NIS

“The commitment for the above mentioned package is valid until the end of the current contract term and not for 36 months”

**List of clone/cell phone devices to be provided as per Exhibit “A”*



3.c.3.i Data Plan that is equal or better than an I-Phone Plan - with International Data Roaming - Package “A”

Smart Phone Plan / Description Rate Plan	Est. Qty	Unit	Cost per unit per month	Total price for 2 nd Option Year
Monthly Plan per I-Phone Package	150	Plan	NIS	NIS
Plan includes: <ul style="list-style-type: none"> ▪ Unlimited internet browsing in Israel and the Palestinian State areas. ▪ Unlimited minutes of calls within Israel, and to Europe and the U.S. ▪ Unlimited SMS within Israel, and to Europe and the U.S. ▪ 1GB of international data roaming throughout the world. 				

“The commitment for the above mentioned package is valid until the end of the current contract term and not for 36 months”

3.c.3.ii Data Plan that is equal or better than an I-Phone Plan without International Data Roaming - Package “B”

Smart Phone Plan / Description Rate Plan	Est. Qty	Unit	Cost per unit per month	Total price for 2 nd Option Year
Monthly Plan per I-Phone Package	5	Plan	NIS	NIS
Plan includes: <ul style="list-style-type: none"> ▪ Unlimited internet browsing in Israel and the Palestinian State areas. ▪ Unlimited minutes of calls within Israel, and to Europe and the U.S. ▪ Unlimited SMS within Israel, and to Europe and the U.S. 				

“The commitment for the above mentioned package is valid until the end of the current contract term and not for 36 months”



3.c.4 Cost of Data Package equal or better than I-PAD Package

Tablet Data Plan	Est. Qty	Unit	Cost per unit per month	Total price for 2 nd Option Year
Data Only unlimited within Israel (Including Sim)	75	Each	NIS	NIS

“The commitment for the above mentioned package is valid until the end of the current contract term and not for 36 months”

3.c.5 Cost of USB Stick Modem Package

USB Stick Package	Est. Qty	Unit	Cost per unit per month	Total price for 2 nd Option Year
Net on Key Unlimited Data Plan	18	Each	NIS	NIS

“The commitment for the above mentioned package is valid until the end of the current contract term and not for 36 months”

3.c.6 Calls and SMS to the Palestinian State

Calls originated from all instruments (Inter-connect)		Estimated Qty	Negotiated Operator's publicly published International Rates* (Variable)	Discount to be given as a percent reduction (Fixed reduction rate)	Total Price for 2 nd Option Year (The Estimated minutes multiplied by the Operator's International Rate and reduced by the percent Discount)
Minutes of calls and SMS to the Palestinian State	Calls to Palestinian cell phone companies	45,000 min	NIS	%	NIS
	Calls to Paltel	25,000 min	NIS	%	NIS
	SMS to Palestinian cell phone companies	35,000 sms	NIS	%	NIS
TOTAL PRICE FOR 2nd OPTION YEAR					NIS



3.c.7 International calls and Data originating from all Devices over and above the International Roaming package.

Calls originated from all instruments		Estimated Qty	Negotiated Operator's publicly published International Rates* (Variable)	Discount to be given as a percent reduction (Fixed reduction rate)	Total Price for 2 nd Option Year (The Estimated minutes multiplied by the Operator's International Rate and reduced by the percent Discount)
International Roaming Calls	Palestine	55,000 min	NIS	%	NIS
	Washington, DC	55,000 min	NIS	%	NIS
	Germany	3,000 min	NIS	%	NIS
	Jordan	35,000 min	NIS	%	NIS
International SMS	SMS Roaming Palestine	25,000 sms	NIS	%	NIS
	SMS Roaming Frankfurt Germany	3,000 sms	NIS	%	NIS
	Jordan	6,500 sms	NIS	%	NIS
	SMS Roaming USA	35,000 sms	NIS	%	NIS
TOTAL PRICE FOR 2nd OPTION YEAR					NIS

**Contractor's publically available web site link that has updated on a 24 hour basis the Contractor's negotiated roaming rates throughout the world.*

The rates shall be found at the following web site:

(To be provided by the offeror in the technical proposal)

- The discounted rates for Washington DC shall be applicable in the resultant contract for all locations in the Continental US.
- The discounted rates for Frankfurt Germany, shall be applicable in the resultant contract for all locations in Western Europe
- The discounted rates for Palestine, shall be applicable in the resultant contract for all locations in the Mid-East, Africa and the Far East.



- For the purposes of price evaluation this contract shall use the negotiated roaming price for Palestine, Germany and Washington DC.
- If the Contractor has the ability to have an additional US based phone number on the existing SIM Card of each Blackberry and I-Phone unit, then there shall be an additional discount rate for calls made from the Continental US for those calls.

During the base year, the Consulate will place orders totaling a minimum of \$10,000.00. This reflects the contract minimum for this period of performance. The amount of all orders will not exceed \$1,000,000.00.

GRAND TOTAL PRICE FOR 2nd OPTION YEAR	NIS
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Grand Estimated Total of Contract:

TOTAL ESTMATED AMOUNT FOR BASE YEAR	NIS
TOTAL ESTMATED AMOUNT FOR 1ST OPTION YEAR	NIS
TOTAL ESTMATED AMOUNT FOR 2nd OPTION YEAR	NIS
GRAND TOTAL	NIS
<i>VAT 17%</i>	NIS
<i>GRAND TOTAL INCLUDING VAT</i>	NIS



CONTINUATION TO SF-1449, RFQ NUMBER Contracting Officer: SIS400-12-Q-0000

**INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT
SCHEDULE OF SERVICES, BLOCK 20**

1. DEFINITIONS AND ACRONYMS

Agency – U.S. Government activity at post, such as State Department, Foreign Commercial Service, or Foreign Agricultural Service.

Business Day – Monday through Friday, 08:00 – 16:30, except holidays listed in Section 2, DOSAR 652.237-72, “Observance Of Legal Holidays And Administrative Leave.”

COR - Contracting Officer's Representative. See Section 2, DOSAR 652.242-70, Contracting Officer's Representative (COR)

CLONE PHONE – Cell phone with Sim card cloned to existing Blackberry package.

Consulate – Refers to U.S. Consulate General Jerusalem, and its affiliated offices listed in Section C.3.

USAID – Refers to USAID Tel Aviv and Jerusalem, and its affiliated offices listed in Section C.3.

Emergency - An unforeseen combination of circumstances that calls for immediate action. The term emergency includes, but is not limited to, disasters, forest fires, evacuations, floods, and civil unrest.

Government - U.S. Government, including all participating U.S. Government agencies.

Global Positioning System (GPS) – A satellite-based radio navigation system.

BlackBerry - a line of wireless handheld devices that was introduced in 2002 as a Smartphone which supports push e-mail, Mobile telephone text messaging, internet faxing, web browsing and other wireless information services, developed by the Canadian company Research in Motion (RIM).

SMS – “Small Messaging System” is a system using written messages with 160 alpha-numeric characters.

I-Phone – A line of wireless handheld devices that works as a Smartphone and supports e-mail, Mobile telephone text messaging, internet faxing, web browsing and other wireless information services, developed by Apple corporation. .



2. PERFORMANCE WORK STATEMENT

This contract is for cellular voice and data devices and services. Contractor-furnished services are to be provided on an indefinite quantity, indefinite delivery basis with delivery to the U.S. Consulate General and its affiliated offices in Jerusalem and Palestine, as well as USAID and its affiliated offices in greater Tel Aviv, Israel

This contract includes a base year plus 2 one-year options.

The Contractor shall provide complete cellular voice and data device services for the US Government Consulate in Jerusalem and their affiliated offices in Israel and Palestine.

The objective of this contract is to optimize the communications budget of the U.S. Consulate by reducing the cost of cellular communication at the required service quality. This optimization should be achieved with the following types of communication:

- Mobile-to-Mobile Communication (Phone and Data)
- Landline-to-Mobile Communication
- Mobile-to-Landline Communication
- Mobile to PC network (Data Communication of Office Applications)

3. EXISTING COMMUNICATION SYSTEMS AT THE CONSULATE AND USAID FACILITIES

The contractor shall need to have its cellular systems operating at full capacity within the Consulate, USAID building, the GSO Annex Warehouse. These facilities are described as set forth below:

U.S. Consulate General:

18 Agron Road.
Jerusalem

The East Jerusalem Consulate:

27 Nablus Road,
Jerusalem



GSO Annex/Warehouse:

4 Hagalgal St.
Talpiot, Jerusalem

U.S Consulate/Arnona Complex:

14 David Flusser St.
Jerusalem

Marine House

19 Jabotinsky St
Rahavia, Jerusalem

GSO/NDC building

143 Bethlehem Street
Talpiot, Jerusalem

PD Offices

Al-Irsal Street
Al-Jamil Center
Ramallah

U.S. Embassy

71 Hayarkon Street
Tel Aviv

USAID Facility:

25 Hamered St.
Tel Aviv

USAID Facility:

Alrov, Mamilla Mall
Jerusalem

The American Cultural Center Jerusalem:

23 Karen Hayesod St.
Jerusalem

There shall be complete conductivity in all areas where American Consulate and USAID employees reside. These residences are in Jerusalem, Palestine and Tel Aviv.



4. REQUIRED NETWORK SERVICES

The Contractor shall provide complete mobile telephone services for the Consulate and USAID and all their affiliated offices. The Contractor shall ensure that the connection through its network is of the highest quality possible and shall be uninterrupted, clear and with no static. Network problems shall be remedied as quickly as possible, and the Consulate's COR (Contracting Officer's Representative) must be immediately informed of any problems and their resolution.

Services provided shall include but shall not be limited to:

5. Free Calls to Emergency numbers

All Consulate mobile headsets shall be able to make unlimited emergency calls to the following emergency numbers.

- Police – 100
- Ambulance – 101
- Fire Department- 102

The calls shall be possible even if the phones are blocked from making outgoing phone calls.

6. STANDARDS

All equipment and services shall meet all applicable Israeli standards and shall have all required and necessary permits. The only exception is radiation levels: Mobile headsets units must meet *American* safety standards regarding radiation emitted by the mobile headsets. This standard currently states that 1.6 W/kg per 1 gram of tissue is the maximum allowable radiation level. The responses shall include information on the radiation levels of each handset model proposed.

6.1 Grade of Service

The Contractor shall provide immediate resolution to any rising problem at the highest quality possible to allow quality voice and data Grade of Service of 2% that is adjusted to current and future loads.

The Contractor shall ensure the service on a 24-hour basis in all of Israel with special consideration to all urban areas and main traffic routes. Specifically, the cell network must have the ability to call to and receive calls in all major cities and villages throughout the Palestine.



7. SIM CARD UNITS

The Contractor shall offer the Consulate and USAID Sim card units under this contract. The service for the all the units shall include related services subject to terms and conditions of this contract.

8. CLONE PHONE

The Offeror shall list the details of the clone phone handset to be provided to the Consulate and list them in Attachment #1 of this contract.

9. INTERNATIONAL CALLS

The Contractor shall ensure on a 24-hour basis international connectivity with all major cities and villages of Palestine, U.S.A., Egypt, Jordan, all European countries and all other countries worldwide (provided that telephone services are available). There shall be an option to restrict which mobile units have access to international dialing.

9.1 International Roaming

The contractor shall provide as extensive international roaming connectivity as possible, with special interest of the Consulate for roaming in all major cities and villages of Palestine, within U.S.A., in Jordan and Egypt, and in Western Europe.

10. INTERNET CAPABILITY

The contractor shall provide Internet connection through its network by the use of the fastest speed available that shall be accessed through the BlackBerry Mobile data service gateway.

11. SOLUTION SERVICE LEVEL

1. Seven days a week and 24 hours a day, Help-Desk support and troubleshooting for technical issues shall be available to individual mobile handsets users. This shall be accomplished with a dedicated Business Service Desk (Moked Eski) that shall be described in the response (see Section 34).
2. A dedicated Technical Support person shall be assigned to manage this contract.
3. More than 90% of the time connectivity is at maximum bit speed.
4. Less than three connectivity breakage per month.
5. The USG has the ability to discontinue service on individual phones; orders to discontinue service will only be recognized if they come from the COR



6. Contractor shall not charge more than the commercial deductible insurance rate for all stolen handsets. This rate shall decrease by 30% each year of the life of the unit.

12. SMS MESSAGING

The contractor shall provide access to around-the-clock SMS messaging.

1. The Consulate and USAID shall be able to disable the sending feature to selected users.
2. The Contractor shall offer at no additional charge, the web-based application that allows simple message generation to individuals or pre-defined groups.
3. The response shall indicate the capabilities of sending SMS messages from a mobile headset to fixed groups or pre-defined groups of users.
4. The response shall indicate the capability to send SMS messages through the Internet.
5. The ability to connect through secure connection to Consulate/USAID dedicated servers to obtain specific information by sending an SMS.
6. The ability to get indications of message received and message read.
7. Other means for sending and receiving messages.

13. VOICE MAIL

13.1 Standard Practice

A Voice Mailbox shall be available for each number separately as per standard practice. The Contractor shall indicate the standard ringing time before a call is diverted to the mailbox. The response shall also include the range of delays that can be programmed by the user. If the delay can be programmed or changed **only** by the service operator, the response must indicate this.

Calls to the voice mail via Consulate headsets and landlines shall not be charged and considered as a part of the VPN minutes package.

13.2 Voice Prompt Language

The Contractor shall provide Voice Mail services in English and Hebrew languages.

13.3 Message Indicators

After a message is left in Voice Mailbox, an immediate message shall be sent to the mailbox owner, generating both a visual and sound indication of the existence of the new message. The visual indicator shall show the caller ID of the party leaving the message (if it was not blocked).



This immediate indication is very important to Consulate and USAID personnel and shall work smoothly. When unit is in a good reception area, the message shall arrive with a delay of no more than a few seconds. This is a key requirement.

13.4 Direct Reply

The owner shall be able to reply to the message by selecting the reply option from the voice menu.

The owner shall be also able to dial the number directly from the received messages inbox in the mobile unit.

13.5 Distribution of Messages

The contractor shall have the ability to distribute voice messages:

1. To a predetermined distribution list.
2. To ad-hoc distribution list.
3. To individuals from the phone directory.

13.6 End of Contract Period Service

At the end of the contract period, if the contract is not renewed, the Contractor shall allow the voicemail service to continue for an additional 60 days. The message shall allow the calling parties to be informed on the new number.

14. CALL DIVERSION

The Contractor shall have call diversion options available that can be selected and changed by the user:

1. In case the mobile unit is OFF
2. In case the mobile unit is not available
3. In case the mobile unit is busy on another call
4. In case there is no response

14.1 Call Filtration

The contractor shall have filtration options available to Consulate and USAID users, such as incoming overseas calls, incoming calls from predetermined calling groups, incoming calls that entered a password, using a second line, etc.



14.2 Survivability and Recovery

The Contractor shall have a working system of network survivability in case of emergency and serious disaster when all networks may be jammed by worried citizens or parts of the network are destroyed. The Contractor shall have a recovery plan in place that shall deal with such occurrences.

15. COVERAGE

15.1 National Coverage

The Contractor shall have excellent coverage in all areas around the country, with special emphasis on poor and no reception areas.

All areas in Israel and Palestine are **essential** coverage areas for Consulate and USAID personnel.

In areas of poor coverage that are essential to Consulate and USAID personnel activities, the Contractor shall provide a timetable for improving coverage in those areas.

Examples of poor reception areas are Northern Israel, all of Palestine. All parts of Jerusalem must be fully covered.

15.2 In-building coverage

The Contractor shall make sure that all of the facilities stated in Section III have full coverage throughout their facilities. The Contractor shall provide all of the necessary equipment at no additional cost to the Government to ensure full coverage including basements, parking lots, etc. All improvements shall be done by the Contractor at no additional expense to the Government.

16. CUSTOMER SERVICE

The Contractor shall provide superior assistance and information for all matters concerning the mobile unit services and packages plans through its Project Manager at all times.

17. DELIVERY AND TASK ORDERS

The Contracting Officer will issue delivery orders for orders of blackberry and I-Phone services to be performed under this contract. The Contracting Officer is the only person authorized to give an oral task or delivery order. If a task is given orally, it will be done by the Contracting Officer after funds have been identified and followed up by a written task or delivery order



obligating those funds within two (2) days of the oral order. All task and delivery orders will be in written form, state the manner of the work to be performed, and have an issue date and a date by which the work is to be completed.

18. PROJECT MANAGEMENT AND SUPERVISION

In view of the importance of this project, the Contractor shall assign a specific Project Manager who shall be the direct liaison with the COR concerning all work related to this contract. It shall be the Project Manager's task to direct, schedule, supervise, inspect and test the work under this contract, and to receive instructions from the COR. The Contractor's Project Manager shall be able to speak and understand the English language at Level 2. Level 2 is defined as being able to verbally satisfy routine demands and limited work requirements, and be able to comprehend simple written material on subjects within a familiar context.

Quality control shall be the responsibility of the Contractor.

19. REPORTING

19.1 Monthly Usage Report Electronic Media Reporting

Contractor shall provide In English a Monthly Usage Report that shall have at minimum the following data:

1. Detailed fixed charges for each user/line separated into agency groups (groups to be provided by the Consulate and USAID)
2. Name of program each user is on.
3. Variable charges in groups, such as international calls, Internet surfing, E-mails etc.
4. Call detail information including but not limited to the calling number, called number, time and date of the call, call duration, and call cost in NIS.

The response shall also include a list of all available reports, statistics and billing information.

Contractor shall provide this report electronically using an ASCII or Excel file sent via express delivery.

19.2 Exceptions Report

The Offeror shall specify in his reply the means and reporting system available to detect unusual usage patterns that may indicate abuse of Consulate and USAID mobile units. The report shall be based on average usage patterns and shall indicate any surge in usage such as:

- Unusually long call durations



- Unusual calling destinations
- Unusual calling hours

20. DETAILED BILLING

20.1 The Contractor shall provide monthly breakdown of calls made by individual number. The breakdown shall clearly show:

- Called Number
- The Time And Date Of The Call
- The Duration Of The Call
- Price

20.2 The monthly lists of calls made shall be forwarded to the Contracting Officer's Representative (COR) until the end of each current month for the previous month to the following address:

U.S. Consulate General, 18 Agron Road, Jerusalem 94190

21. INVOICING

a) The contractor shall submit monthly invoices to the COR at the address shown in paragraph (D) below. This must be done via a courier and e-mail, and not through the post office.

A proper invoice must consist three parts:

Part 1. A cover page which would include the Client's name (American Consulate and/or USAID), the account number, invoice number, invoice date, the period the charges pertain to, and the company's VAT number. It would have only three charging line items on it:

Price (in NIS) before VAT

VAT

Total with VAT

No other charging line items should be included on the cover page

Part 2. A cost breakdown of the services to include (in minutes, cost and total): Airtime, SMS, VPN airtime, internet surfing, DATA plan, international roaming (charges for airtime and SMS units), fees for other cellular providers and advanced features.



Part 3. A break down per phone indicating the various charges of the phone numbers that belong to the client number. The columns format should look like the following:

Department Name:

Cellular Number	Monthly Charges	Duration of call in minutes	Airtime fee	SMS units	SMS fee	Advanced services	DATA plan	Other cellular provider's fee	Total before VAT	VAT	TOTAL
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If an invoice does not contain the above information, the Consulate and USAID reserves the right to reject the invoice as improper and return it to the Contractor within 7 calendars days after receipt. The Contractor must then submit a proper invoice.

The Contractor shall send all invoices to the following address:

U.S. Consulate General

Attn: Financial Management Office
18 Agron Road
Jerusalem 94190

USAID

c/o American **Embassy Tel Aviv**
Attn: Financial Management Office
71 Hayarkon Street
Tel Aviv 63903

21.1 COR Invoice responsibility

The COR will be responsible to take each summary invoice and furnish the detailed invoice to the appropriate official in each individual Consulate/USAID group. That group representative will review the detailed invoice and either approve it for payment or advise the COR of any inaccuracies. It will be the COR who will interact with the Contractor on any invoice problems.

(a) Payment will be made in local currency by Electronic Funds Transfer (EFT) within 30 days after receipt of the proper invoice or acceptance of the supply/service whichever is later.

(b) The Government will provide annual direct exemption of Value Added Tax (VAT); according to host country VAT laws.

22. COORDINATING PERSON

The Contractor shall designate the following responsible coordinating persons that shall be in charge of the implementation process with direct escalation to his supervisor in case of problems. The response shall include the persons' name and contact numbers, and the same for their supervisors and the account managers.



- a. Account Manager
- b. Technical Manager

23. HANDSETS AND ACCESSORIES DELIVERY

The Contractor shall deliver all the ordered items to the locations specified by the Consulate and USAID at the predetermined times. Each box shall be clearly marked for easy distribution to Consulate and USAID personnel.

23.1 Hands-Free Car Kit Installation (Permanent Vehicle phones)

As part of this contract the Contractor agrees to install at no additional charge Hands-Free Car Kit installation units in all Official Vehicles. The Hands-Free Car Kit installation units shall be permanent phones that shall have the ability to operate with one SIM Card, up to at least 10 separate phone numbers from existing units. In addition each Hands-free unit shall have a built in GPS system installed. The access of those numbers in each vehicle phone shall be made by use of a punched in code.

23.2 Installation schedule

The Contractor shall schedule in coordination with the COR several concentrated days to install the fixed Hands-Free Kits in all official Consulate cars. Currently there are 170 official Government vehicles. The installations shall take place at Consulate facilities and should be completed within the set period of implementation.

Contractor is also responsible for removing/uninstalling the incumbent contractor's kits and disposing of them. Also note that the Consulate has 100 armored vehicles, which may require extra time for installation of hands-free due to increased drilling in the vehicles

At the time of installation of the new Hands-Free Kits, all old kits shall be gathered by the Contractor and disposed of at the Consulate's discretion.

1. A certified technician approved by the Government will, upon request by the Consulate, visit each building to install new units. The technician shall come within 3 working days of the request.
2. Assembly shall leave no damage to or holes in U.S. vehicles; adaptors and pillow pad (Karit) shall be used compatible with the car model/color.
3. Contractor shall carry all costs related to the installation, including damages to the vehicle.



24. TRAINING

The Contractor shall schedule training sessions in English and Hebrew for all Consulate and USAID employees for the selected BlackBerry and I-Phone models and for the selected network services. The training sessions shall be coordinated with the COR to match the Consulate and USAID work schedules. At the end of each training session, all participants shall be given written material in English and Hebrew on the covered subjects.

The Contractor shall make available on quarterly basis regular equipment training sessions for new employees; these will be ordered and scheduled by the COR.

25. SERVICE & SUPPORT

25.1 Escalation

Offerors shall present a well-defined escalation path for service issues. The response shall include the hierarchy of escalation and contact information for each person on the list.

25.2 Account Focal Point

The Contractor's Project Manager shall be a dedicated service representative for the Consulate and USAID. The Project Manager shall report directly to the COR and have a dedicated back-up person.

26. BUSINESS SERVICE DESK

Offerors shall provide the phone number and email address for a Business Service Desk (Moked Iski) employees can call for simple service issues that don't require attention of the Project Manager (see section C.4.7).

26.1 Availability

- The account focal point (Project Manager) shall be available from 0800-1700 Monday through Friday.
- The Business Service Desk shall be available 24 hours a day, 7 days a week.

26.2 Resolution

- Commitment of maximum 90 minutes response time to Consulate and USAID focal point from the Project Manager.



- Commitment of maximum 30 minutes response time for Consulate or USAID calls to the Business Service Desk.
- Business Service Desk shall have access to Consulate and USAID's program terms and conditions, with no need for the caller to explain/ask.
- Once the issue has been resolved, a notification email shall be sent to the appropriate Communication Center.

27. TECHNOLOGICAL REFRESHMENT

After contract award, the Government may pursuant to FAR clause 52.212-4, Contract Terms and Conditions – Commercial Items, paragraph (c), Changes, request changes within the scope of the contract. These changes may be required to improve performance or react to changes in technology.

The Contractor may propose for the Government's technological refreshment substitution or addition for any provided product(s) or service(s) that may become available as a result of technological improvements. The Government may, at any time during the term of this contract or any extensions thereof, modify the contract to acquire products which are similar to those under the contract and that the Contractor has or has not formally announced for marketing purposes. This action is considered to be within the scope of the contract. At the option of the Government, a demonstration of the substitute product may be required. The Government is under no obligation to modify the contract in response to the proposed additions or substitutions.

Such substitutions or additions may include any part of, or all of, a given product(s), provided that the following conditions are met and substantiated by documentation in the technological refreshment proposal:

- (a) The proposed product(s) shall meet all of the technical specifications of this document and conform to the terms and conditions cited in the contract.
- (b) The proposed product(s) shall have capacity, performance, or functional characteristics equal to or greater than the current product(s).
- (c) The proposal shall discuss the impact on hardware, services and delivery schedules. The cost of changes not specifically addressed in the proposal shall be borne entirely by the contractor.
- (d) Contractor has the right to withdraw, in whole or in part, any technological refreshment proposal prior to acceptance by the Government. Contractor shall use commercially reasonable efforts to ensure that prices for substitutions or additions are comparable to replaced or discontinued products. If a technological refreshment proposal is accepted and made a part of this contract, an equitable adjustment increasing or decreasing the contract price may be required and any other affected provisions of this contract shall be made in accordance with this clause, the Changes clause, and other applicable clauses of the contract.



28. KEY PERSONNEL

28.1 The Project Manager must be able to converse in English and Hebrew. The Contractor shall assign to this contract the following key person:

POSITION/FUNCTION	NAME
Project Manager	

28.2 During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is required due to illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required below to the Contracting Officer at least 15 days before making any permanent substitutions.

28.3 After the first 90 days of performance, the Contractor may substitute a key person if the contractor determines that it is necessary. The Contractor shall notify the Contracting Officer of the proposed action immediately. Prior to making the substitution, the Contractor shall provide the information required below to the Contracting Officer.

28.4 The Contractor shall provide a detailed explanation of the circumstances requiring the proposed substitution, a complete resume for the proposed substitute. The proposed substitute shall possess qualifications comparable to the original key person. The Contracting Officer will notify the Contractor of its approval or disapproval of the substitution within 15 calendar days after receiving the required information. The Government will modify the contract to reflect any changes in key personnel.

29. PERMITS

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the work under this contract. The contractor shall obtain these permits, licenses, and appointments in compliance with applicable Israeli country laws.

30. TERMINATION OF LINES/PLAN

The Contractor shall NOT charge any penalty for fee for terminating a line/plan during the contract year.



SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012), is incorporated by reference. (See SF-1449, block 27a).

52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUGUST 2012) (DEVIATION)

(a) *Definitions.* As used in this clause-

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional **SAM** records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the **SAM** database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;

(2) The Contractor's CAGE code is in the **SAM** database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor shall be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b) (1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this contract.



(2) The **SAM** registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current, accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-



- (A) Change the name in the **SAM** database;
- (B) Comply with the requirements of subpart 42.12 of the FAR; and
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM** information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the **SAM** database. Information provided to the Contractor's **SAM** record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor shall be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)



**ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.



(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$100**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of **\$150,000**;
- (2) Any order for a combination of items in excess of **\$250,000**; or
- (3) A series of orders from the same ordering office within **10 working days**, that together, call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(b) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(c) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **2 working days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity



designated in the Schedule as the “maximum.” The Government will order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract’s effective period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, will not exceed 36 months or 3 years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and



until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(end of clause)

**652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)
(AUG 1999)**

(a) **General**. The Government will pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) **Invoice Submission**. The contractor shall submit invoices in an original and *two* copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

(c) **Contractor Remittance Address**. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:



652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government will use one of the following forms to issue orders under this contract:

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,
- (b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee will be identified as a Contracting Officer's Representative (COR). Such designation(s) will specify the scope and limitations of the authority so delegated; provided, that the designee will not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

- (c) The COR for this contract is the *Telecommunication Specialist*.

GOVERNMENT TECHNICAL MONITOR (GTM).

The contracting officer may appoint a Government Technical Monitor (GTM) to assist the Contracting Officer's Representative (COR) in monitoring a contractor's performance. The contracting officer may appoint a GTM because of physical proximity to the contractor's work site, or because of special skills or knowledge necessary for monitoring the contractor's work. The contracting officer may also appoint a GTM to represent the interests of another requirements office or post concerned with the contractor's work. A GTM shall be a direct-hire U.S. Government employee.



652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(a) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,



(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,



(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.



SECTION 3 - LIST OF ATTACHMENTS

Attachment# 1 – Clone Phone Handset Type Information Sheet

Attachment# 2 – Contractor Implementation Plan and Schedule
(to be provided by Contractor)



Attachment # 1

EXHIBIT A – HANDSET TYPE INFORMATION SHEET

Clone-Phone Handset Types

The response and subsequent contract shall contain a completed Exhibit A.

All models must meet the **minimum** requirements for a mid-level range as defined in Section 1 item 5 & 9. Responses need to show that those minimum requirements have been met and include detailed information on the required features.

Failure to complete each line may result in the proposal being deemed technically unacceptable, which means the proposal may not be considered for award.

Feature	Minimum	Model I	Model II	Model III
Handset model	<u>a/n</u>			
Handset manufacturer	<u>a/n</u>			
Production units not before (Year)	<u>2010</u>			
Unit Size W-H-D in cm	<u>Not >15%</u>			
Unit weight w/o battery in grams	<u>of</u> <u>size/weight</u> <u>of Nokia</u> <u>6021 model</u>			
Battery type supplied	<u>a/n</u>			
Minimum Standby time in hours for all available battery types (Std., HD and Thin)	<u>72</u>			
Minimum talk time in minutes for all available battery types (Std., HD and Thin)	<u>240</u>			
Charging time for all available battery types (Std., HD and Thin)	<u>Not > 2</u> <u>hours</u>			
Vibrator in addition to the ringing sound for incoming call	<u>Yes</u>			
No. of last dialed numbers stored in memory	<u>10</u>			
No. of identified received numbers stored in memory	<u>10</u>			
No. missed calls numbers stored in memory	<u>5</u>			
No. of speed dial numbers	<u>10</u>			
Voice Mail	<u>Yes</u>			
Send and receive SMS text messages	<u>Yes</u>			
Selection of ringing tone per user	<u>Yes</u>			
Number of ringing tones	<u>5</u>			
Second Phone Line	<u>Yes</u>			



Feature	Minimum	Model I	Model II	Model III
Fixed Handsfree Kit for the car (model)	<u>Yes</u>			
No holes Handsfree installation adapter	<u>Yes</u>			
Personal handsfree headset	<u>Yes</u>			
Mobile phone battery charger	<u>Yes</u>			
Quick charger for mobile phone	<u>Yes</u>			
Car charger adapter	<u>Yes</u>			
Belt Clip or Pouch (indicate which)	<u>One of the 2</u>			
Caller number display	<u>Yes</u>			
Keyboard lock	<u>Yes</u>			
Call waiting	<u>Yes</u>			
Call back to numbers in received calls list	<u>Yes</u>			
Sound indication of message received	<u>Yes</u>			
Visual indication of message received	<u>Yes</u>			
Follow me capability	<u>Yes</u>			
Built-in calender	<u>Yes</u>			
Alarm Clock	<u>Yes</u>			
Minimum amount of phone numbers stored in phone	<u>200</u>			
Calculator	<u>Yes</u>			
T9 Dictionary	<u>Yes</u>			

The below features are not required and do not have minimum requirements associated with them. You should complete the below grid only to provide further information about the models; these features will not be rated, compared, or considered in the evaluation process but used to inform employees about the newly contracted phones. You will **not** be found technically unacceptable if you do not complete the below section.

Feature	Model I	Model II	Model III
SIM card operated			
Internal voice recording			
Private Simplex communication (Walkie-Talkie)			
Group Simplex communication (WalkieTalkie)			
USB Interface			
Display resolution			
JAVA Application capability			
Active flip (keyboard cover)			
Cable to connect to PC			
No. of voice tagged numbers			
Size of phone display in cm. W-H			
No. of characters per line			



No. of lines for each available character size (S, M, L)			
No. of characters per name in memory			
Selection of ringing tone per group			
Internal Modem			
Send email messages			
Save email messages			
Receive email messages			



Attachment # 2

EXHIBIT B - Contractor Implementation Plan and Schedule

Provided by Contractor (IN ENGLISH LANGUAGE)



SECTION 4 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FEB 2012), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

A. **SUMMARY OF INSTRUCTIONS.** Each offer must consist of the following:

A.1. **SF-1449.** A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Sections 1 and 5 have been filled out.

A.2. **INFORMATION.** Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Consulate/USAID) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

(3) List of clients, demonstrating prior experience with relevant past performance information and references;

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

(6) Information on Connectivity within **The State of Israel and the State of Palestine**

(7) List of international roaming contracts.

(8) Offeror is required to provide a price list for accessories.

(9) Evidence that the contractor has a recovery plan in the event of an emergency or disaster.

(10) Contractor Implementation Plan and Schedule (To be provided in English Language)

(11) The ability to have or obtain a web site that has the contractor's accurate commercial foreign roaming rates for all locations in the World.

Any other written information that will provide proof of technical and financial responsibility of the company



**ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-6	Contractor Identification Number --Data Universal Numbering System (DUNS)Number (APR 2008)
52.209-7	Information Regarding Responsibility Matters (JAN 2011)
52.209-9	Updates of Information Regarding Responsibility Matters ALT (Jan 2011)
52.214-34	Submission of Offers in the English Language (APR 1991)

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.



- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Mr. Martin Kelly** at **telephone # 02-6227123 or fax # 02-6794491**. For an American Embassy/Consulate or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.



SECTION 5 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process will include the following:

(a) **COMPLIANCE REVIEW.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) **TECHNICAL ACCEPTABILITY.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation. The Government reserves the right to conduct a field test of the offeror network within *any area inside the State of Israel* to ensure adequate connectivity.

(c) **PRICE EVALUATION.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.

(d) **RESPONSIBILITY DETERMINATION.** The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.



**ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

THE FOLLOWING FAR PROVISIONS ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).



SECTION 6 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (Nov 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;



- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
 - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education;
- or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and



(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.



(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it o is, o is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—



(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It o is, o is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either—



(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(11) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and



(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]



(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]



(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such



products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the



taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (*Executive Order 13126*). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.



(k) Certificates regarding exemptions from the application of the Service Contract Act.

(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and



(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent*.

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
Name _____.



TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)



**ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

Note to bidder/offeror: If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.



652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <i>are</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of *Israel and the State of Palestine*.

☒ Workers' compensation laws exist that shall cover local nationals and third country nationals.

☐ Workers' compensation laws do not exist that shall cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) "RESERVED"

(End of provision)